

# **EXHIBIT 40**

# SEARCH REPORT

**Report Date:** June 04, 2018

## State Search Report

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**Type of Search:** Special Handling

**Jurisdiction/Filing Office:** British Virgin Islands Secretary of State, British Virgin Islands

**Name(s) Searched:** GENEVER HOLDINGS CORPORATION

## Results

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According to the Official Records of the filing office shown above, there are no liens other than those set out below:

**Name Searched:** GENEVER HOLDINGS CORPORATION

**Results:** See attached Listing with copies

**END OF REPORT**

# Company Search Report

Company Name	<b>Genever Holdings Corporation</b>
Company Type & Registered Number	BVI BC# 186240
Incorporation Date	February 13, 2015
Re-registration Date	N/A
Current Registered Agent	Intertrust Corporate Services (BVI) Limited, Ritter House, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands
Registered Office	Intertrust Corporate Services (BVI) Limited, Ritter House, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands
Authorized Share Capital	N/A
Share Structure & Type	To issue a maximum of 50,000 shares.
Current Status	Active
License Fee Last Paid	April 6, 2017
Previous Name	N/A
Name Change Filed	N/A
Change Registered Agent/Office	Elian Fiduciary Services (BVI) Limited, Nemours Chambers, Road Town, Tortola, British Virgin Islands
Register of Directors	Privately filed
Register of Shareholders	Privately filed

## Mortgages &amp; Charges

Registration of Charge was filed on 21<sup>st</sup> May, 2015  
Charge ID: FBAK0Y / Attachment ID: D05049.1  
Pledge and Security Agreement dated 21 May 2015 in  
favor of ROSCALITAR 2.

Registration of Charge was filed on 14<sup>th</sup> February, 2018  
Charge ID: 2L47V3 / Attachment ID: D05049.2  
Pledge and Security Agreement dated 14 February 2018  
between the Company and Blue Capital Limited.

Registration of Charge was filed on 15<sup>th</sup> February, 2018  
Charge ID: 74QHI7 / Attachment ID: 6781916.1  
Pledge and Security Agreement dated 14 February 2018  
between the Company and Blue Capital Limited.

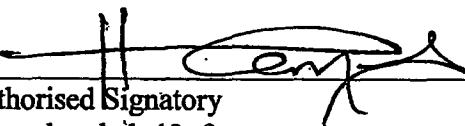
Special Resolutions & Dates N/A

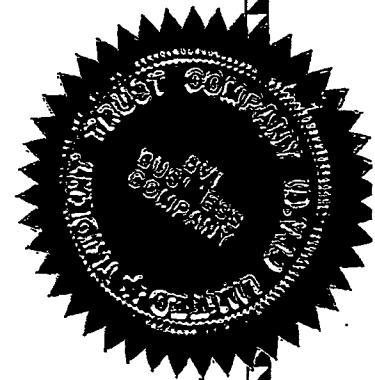
Other Notes N/A

Search Date May 29, 2018

THIS COMPANY SEARCH WAS PERFORMED BY TRIDENT TRUST COMPANY (B.V.I.) LIMITED OF TRIDENT CHAMBERS, P.O. BOX 146, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS.

DATED THIS 31<sup>st</sup> DAY OF MAY, 2018.

  
Authorised Signatory  
For and on behalf of  
TRIDENT TRUST COMPANY (B.V.I.) LIMITED  
Registered Agent



TERRITORY OF THE BRITISH VIRGIN ISLANDS  
BVI BUSINESS COMPANIES ACT, 2004

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CERTIFICATE OF REGISTRATION OF CHARGE  
(SECTION 163)

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The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of registration of charges having been complied with, the following charge was registered in the Register of Registered Charges in respect of property of

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Genever Holdings Corporation

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BVI COMPANY NUMBER 1862840

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Charge ID: FBAK0Y  
Chargee: ROSCALITAR 2



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for REGISTRAR OF CORPORATE AFFAIRS

21st day of May, 2015

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Company Name	
Genever Holdings Corporation	
Company No.:	1862840

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# R401(S)

Form for adding supplemental particulars of a charge or security interest to a form R401

Must be used with Registry approved form

Description of document or instrument creating the charge or other security interest	
<p>Pledge and Security Agreement dated 21 May 2015 made by Genever Holdings Corporation, a British Virgin Islands business company with company number 1862840, having an address at 49th Floor, Bank of China Tower, No. 1 Garden Road, Central Hong Kong ("Pledgor"), in favor of ROSCALITAR 2, an exempted company incorporated in the Cayman Islands with limited liability with registration number 287645, as the Lender pursuant to the Facility Agreement (together with its successors and assigns, the "Lender"), having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 ("Agreement")</p>	

Date on which the charge was created by the Company (and, if the charge is a charge existing on property acquired by the Company, the date on which the property was acquired)	
21 May 2015	

Short description of the liability secured by the charge	
<p>The payment and performance when due (whether at the stated maturity, by acceleration or otherwise in accordance with the Loan Documents) of the Debt.</p> <p><b>"Debt"</b> means the loan (the <b>"Loan"</b>) made available by the Lender to Lion Gate Limited (<b>"Borrower"</b>), an affiliate of Pledgor, in an aggregate principal amount of up to six billion and 0/100 Dollars (\$6,000,000,000), lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due under the Agreement or secured by the Agreement).</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 16 December 2014 between Borrower and Lender (as amended and restated by a supplemental deed dated 21 May 2015 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time).</p> <p><b>"Loan Documents"</b> means the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), the Agreement, the UCC 1 financing statements with respect to the Collateral and the other documents and instruments entered into in connection with the Loan.</p>	

Short description of the property charged	
<p>A first priority security interest in all of Pledgor's right, title and interest to the following (collectively, the <b>"Collateral"</b>):</p> <p>(a) All Pledged Securities;</p> <p>(b) all securities, moneys or property representing dividends or interest on any of the Pledged Securities, or representing a</p>	

Company Name	Pg 7 of 17
Genever Holdings Corporation	

Registry Use Only

Company No.:	1862840
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Short description of the property charged

distribution in respect of the Pledged Securities, or resulting from a split-up, revision, reclassification or other like change of the Pledged Securities or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Securities;

(c) all right, title and interest of Pledgor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Securities and any other Collateral;

(d) all "accounts", "deposit accounts", "general intangibles", "instruments", "securities" and "investment property" (in each case as defined in the Code) constituting or relating to the foregoing;

(e) all rights, privileges, authority and power arising from Pledgor's interest in the Pledged Interest Entity (provided, however, that, so long as no Event of Default (as defined in the Facility Agreement) exists, Pledgor may exercise such rights, privileges, authority and power vested in Pledgor as a member of the Pledged Interest Entity) and ownership of the Collateral; and

(f) all Proceeds of any of the foregoing (including, without limitation, any proceeds of insurance thereon)..

"Code" means the Uniform Commercial Code from time to time in effect in the State of New York.

"Pledged Interest Entity" means Genever Holdings LLC, a New York limited liability company.

"Pledged Securities" means the regular membership interests of Pledgor in Pledged Interest Entity together with all membership interest certificates, options or rights of any nature whatsoever which currently exist or after the Agreement may be issued or granted by Pledged Interest Entity to Pledgor while the Agreement is in effect, including, without limitation, the certificates evidencing such interests which have been delivered to Lender.

"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Code in effect on the date of the Agreement and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

Name and address of chargee

ROSCALITAR 2

c/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104.

Unless the charge is a security to bearer, the name and address of the holder of the charge

ROSCALITAR 2

c/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104.

Company Name

Genever Holdings Corporation

Company  
No.:

1862840

Details of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge

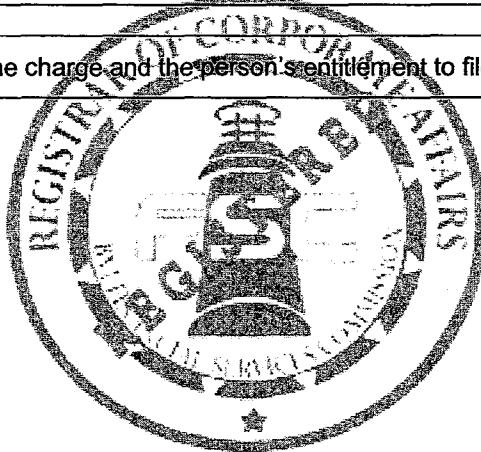
Without the prior written consent of Lender, Pledgor shall not, directly or indirectly create, incur, authorize or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Collateral, or any interest therein, except for the Lien provided for by the Agreement.

"Lien" shall mean any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Collateral, Pledged Interest Entity's title to or interest in the Unit, the Shares, the Lease (as each such term is defined in the Agreement) or any portion thereof, Pledgor's title to or interest in the Collateral or any portion thereof, or Pledged Interest Entity or any direct or indirect ownership interest in Pledged Interest Entity, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

Name and Address of the person filing the charge and the person's entitlement to file the charge

Walkers

171 Main Street  
P.O. Box 92  
Road Town  
Tortola VG1110  
British Virgin Islands



TERRITORY OF THE BRITISH VIRGIN ISLANDS  
BVI BUSINESS COMPANIES ACT, 2004

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CERTIFICATE OF REGISTRATION OF CHARGE  
(SECTION 163)

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The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of registration of charges having been complied with, the following charge was registered in the Register of Registered Charges in respect of property of

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Genever Holdings Corporation

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BVI COMPANY NUMBER 1862840

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Charge ID: 2L47V3

Chargee: BLUE CAPITAL LIMITED



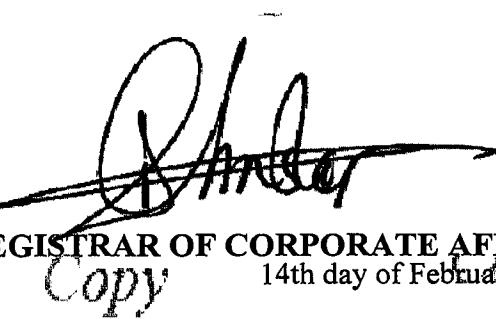
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this 14th day of February, 2018 at 13:47 hours. Details of the charge are more particularly described in the Register of Registered Charges.

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for REGISTRAR OF CORPORATE AFFAIRS  
14th day of February, 2018

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Company Name	
GENEVER HOLDINGS CORPORATION	

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Company No.:	1862840
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Form for adding supplemental particulars of a charge or security interest to a form R401

**Must be used with Registry approved form**

Description of document or instrument creating the charge or other security interest

A pledge and security agreement between Genever Holdings Corporation (as pledgor) (the "Pledgor") and Blue Capital Limited (the "Lender") dated 14 February 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, however fundamentally, and even if the same increases the amount of any liability or provides for further advances, the "Pledge Agreement").

Words and expressions defined (directly or indirectly) in the Pledge Agreement shall have the same meanings in this form unless they are expressly defined otherwise.

Date on which the charge was created by the Company (and, if the charge is a charge existing on property acquired by the Company, the date on which the property was acquired)

14 February 2018

Short description of the liability secured by the charge

The Pledge Agreement is granted as a first priority security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise in accordance with the Loan Documents) of the Debt.

"Debt" means, collectively, the loan made to Alzaro Enterprises Ltd., (the "Loan") together with all interest and all other sums which may or shall become due under the Pledge Agreement or to be paid with interest under any Finance Document or secured by the Pledge Agreement or by any Finance Document, including without limitation, the Secured Obligations.

"Facility Agreement" means the facility agreement dated 14 February 2018 between Alzaro Enterprises Ltd. and the Lender, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, however fundamentally, and even if the same increases the amount of any liability or provides for further advances.

"Loan Documents" means the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), the Pledge Agreement, the UCC-1 Financing Statements (as defined in the Pledge Agreement) and the other documents and instruments entered into in connection with the Loan.

Short description of the property charged

All of the Pledgor's right, title and interest in:

- (i) the regular membership interests in Genever Holdings LLC (the "Pledged Interest Entity"), a New York limited liability company (the "Pledged Securities");
- (ii) all securities, moneys or property representing dividends or interest on any of the Pledged Securities, or representing a distribution in respect of the Pledged Securities, or resulting from a split-up, revision, reclassification or other like change of the Pledged Securities or otherwise received in exchange therefor, and any

Company Name	
GENEVER HOLDINGS CORPORATION	
Company No.:	1862840

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## Short description of the property charged

subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Securities;

(iii) all right, title and interest of Pledgor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Securities and any other Collateral;

(iv) all "accounts", "deposit accounts", "general intangibles", "instruments", "securities" and "investment property" (in each case as defined in the Uniform Commercial Code) constituting or relating to the foregoing;

(v) all rights, privileges, authority and power arising from Pledgor's interest in the Pledged Interest Entity (provided, however, that, so long as no Event of Default exists, Pledgor may exercise such rights, privileges, authority and power vested in Pledgor as a member of the Pledged Interest Entity) and ownership of the Collateral (as defined below); and

(vi) all Proceeds of any of the foregoing (including, without limitation, any proceeds of insurance thereon),

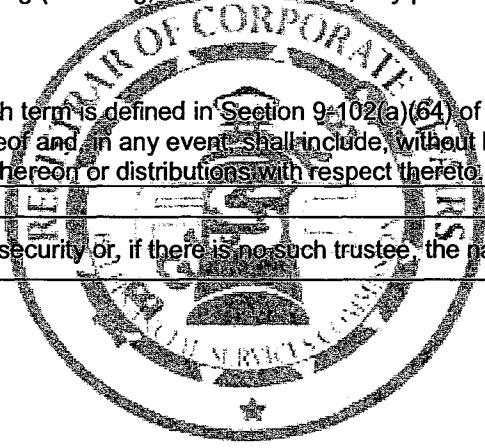
(together, the "Collateral").

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

## Name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee

(Chargee)

BLUE CAPITAL LIMITED  
 Walkers Corporate Limited  
 Cayman Corporate Centre  
 27 Hospital Road  
 George Town  
 Grand Cayman KY1-9008  
 Cayman Islands



## Unless the charge is a security to bearer, the name and address of the holder of the charge

(Chargee)

BLUE CAPITAL LIMITED  
 Walkers Corporate Limited  
 Cayman Corporate Centre  
 27 Hospital Road  
 George Town  
 Grand Cayman KY1-9008  
 Cayman Islands

**Company Name**

GENEVER HOLDINGS CORPORATION

**Registry Use Only**Company  
No.:

1862840

Details of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge

The Pledgor may not, without the prior written consent of the Lender:

- (i) except as expressly permitted by the Facility Agreement, sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral; or
- (ii) create, incur, authorize or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Collateral, or any interest therein.

Name and Address of the person filing the charge and the person's entitlement to file the charge

Walkers  
171 Main Street  
P.O. Box 92  
Road Town  
Tortola VG1110  
British Virgin Islands

As legal practitioners in the British Virgin Islands duly authorised on behalf of the Lender.



TERRITORY OF THE BRITISH VIRGIN ISLANDS  
BVI BUSINESS COMPANIES ACT, 2004

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CERTIFICATE OF REGISTRATION OF CHARGE  
(SECTION 163)

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The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of registration of charges having been complied with, the following charge was registered in the Register of Registered Charges in respect of property of

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Genever Holdings Corporation

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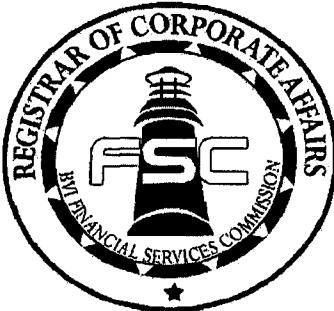
BVI COMPANY NUMBER 1862840

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Charge ID: 74QHI7

Chargee: BLUE CAPITAL LIMITED

this 15th day of February, 2018 at 17:16 hours. Details of the charge are more particularly described in the Register of Registered Charges.



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for REGISTRAR OF CORPORATE AFFAIRS  
15th day of February, 2018

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## BVI BUSINESS COMPANIES ACT, 2004

REGISTER OF CHARGES  
OF  
GENEVER HOLDINGS CORPORATION  
(the "Mortgagor")

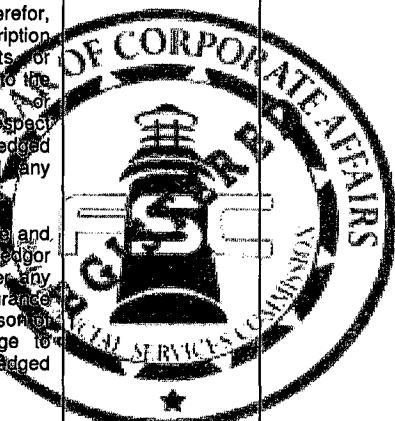
maintained pursuant to section 162 of the BVI Business Companies Act, 2004

BC No. 1862840

Attachment ID: 6781916.1

Date of Entry in the Public Register	Date Creation of charge	Description of the liability secured by the charge	Description of property charged	Name and address of Chargee of security	Name and address of the holder of the charge	Details of any prohibition or restriction contained in the instrument creating the charge on the power of the Chargor to create any future charge ranking in priority to or equally with the charge	Name and address of person making application for registration and entitlement to file
15 February 2018	14 February 2018	A pledge and security agreement between Genever Holdings Corporation (as pledgor) (the "Pledgor") and Blue Capital Limited (the "Lender") dated 14 February 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, however	All of the Pledgor's right, title and interest in:  (i) the regular membership interests in Genever Holdings LLC (the "Pledged Interest Entity"), a New York limited liability company (the "Pledged Securities");  (ii) all securities, moneys or property	BLUE CAPITAL LIMITED Walkers Corporate Limited Cayman Corporate Centre 27 Hospital Road George Town Grand Cayman KY1-9008 Cayman Islands	BLUE CAPITAL LIMITED Walkers Corporate Limited Cayman Corporate Centre 27 Hospital Road George Town Grand Cayman KY1-9008 Cayman Islands	The Pledgor may not, without the prior written consent of the Lender:  (i) except as expressly permitted by the Facility Agreement, sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral; or  (ii) create, incur,	Filed by Intertrust Corporate Services (BVI) Limited of Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands, for and on behalf of the Pledgor.

		<p>fundamentally, and even if the same increases the amount of any liability or provides for further advances, the "Pledge Agreement".</p> <p>Words and expressions defined (directly or indirectly) in the Pledge Agreement shall have the same meanings in this form unless they are expressly defined otherwise.</p> <p>The Pledge Agreement is granted as a first priority security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise in accordance with the Loan Documents) of the Debt.</p> <p>"Debt" means, collectively, the loan made to Alzaro Enterprises Ltd., (the "Loan") together with all interest and all other sums which may or shall become due under the Pledge Agreement or to be paid with interest under any Finance Document or secured by the Pledge</p>	<p>representing dividends or interest on any of the Pledged Securities, or representing a distribution in respect of the Pledged Securities, or resulting from a split-up, revision, reclassification or other like change of the Pledged Securities or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Securities and any other Collateral;</p> <p>(ii) all right, title and interest of Pledgor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Securities;</p> <p>(iv) all "accounts", "deposit accounts", "general intangibles", "instruments", "securities" and "investment property" (in each case as defined in the Uniform Commercial Code from time to time in effect in the State of New York) constituting or</p>		<p>authorize or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Collateral, or any interest therein.</p>	
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	<p>Agreement or by any Finance Document, including without limitation, the Secured Obligations.</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 14 February 2018 between Alzarro Enterprises Ltd. and the Lender, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, however fundamentally, and even if the same increases the amount of any liability or provides for further advances.</p> <p><b>"Loan Documents"</b> means the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), the Pledge Agreement, the UCC-1 Financing Statements (as defined in the Pledge Agreement) and the other documents and instruments entered into in connection with the Loan.</p>	<p>relating to the foregoing;</p> <p>(v) all rights, privileges, authority and power arising from Pledgor's interest in the Pledged Interest Entity (provided, however, that, so long as no Event of Default exists, Pledgor may exercise such rights, privileges, authority and power vested in Pledgor as a member of the Pledged Interest Entity) and ownership of the Collateral (as defined below); and</p> <p>(vi) all Proceeds of any of the foregoing (including, without limitation, any proceeds of insurance thereon), (together, the "Collateral").</p> <p><b>"Proceeds"</b> means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other</p>					
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			income from the Pledged Securities, collections thereon or distributions with respect thereto.					
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